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EXAMINER	
LE, KHANH H	

ART UNIT	PAPER NUMBER
3622	

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/188,863	NABORS ET AL.
	Examiner	Art Unit
	Khanh H. Le	3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *08/06/2004*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1,30,32-50,52-57 and 59-75* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1,30,32-50,52-57 and 59-75* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☒ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

Detailed Action

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on **August 6, 2004** has been entered.

2. Claims 1, 55-56, and 72 are independent. Claims 1 and 56 are amended. New claims 72-75 are added. Claims 1, 30, 32-50, 52-57, 59-71, 72-75 are now presented for prosecution.

Oath/Declaration

3. It is acknowledged the Applicants are in the process of remedying the defective oath or declaration (It does not identify the mailing or post office address of each inventor).

Response to Arguments

4. The arguments are unpersuasive and addressed, where appropriate, in the main rejections sections.

Claim rejections. 35 U.S.C. 103

5. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

6. Claims 1, 55, 56 are rejected under 35 U.S.C. 103(a) as being unpatentable over the TechShopper (TS) article in view of Luke, US 6131087, hereinafter Luke, ~~and further in view of~~

As per claim 1, the "TechShopper" (TS) article impliedly discloses:

A method comprising :

receiving a set of product attributes (In TS, called "specifications", see 4th and 5th paragraphs "detailed specifications") denoting a customer's desired product configuration (TS discloses helping users "transform their complex usage needs into detailed specifications decisions". Necessarily to find sellers those specifications have to be received as a desired product configuration (a model number impliedly also denotes a specific configuration) . TS also "recommends configurations" with its "SoftwareExpert" and its "Percentage Matching Algorithm" features);

automatically transmitting (interpreted as transmission by computer, albeit some user interaction may be involved. Note: no limitation of "no user interaction" is claimed) an automatically prepared request for quote (RFQ) ("Custom Quote Request" Service following 'transform their complex usage needs into detailed specification decisions" over a computer network, at least suggests computer-generated RFQ's incorporating the detailed specification decisions) to an automatically selected set of sellers, the sellers selected based at least in part on the sellers having the general product of the desired product configuration,

(through TS' "SellerFinder" and "Custom Quote Request and Response Service" features, (see "The PC Consultant" et seq.) appropriate sellers, who can fulfill the desired configuration(s), are automatically filtered, selected , and listed , for presentation to the potential buyer, e.g., by service/support policies, resale brands . (8-10th paragraphs). Then the system "instantly (i.e. automatically) broadcasts" (transmits) the RFQ's to them).

the RFQ including at least a subset of the received set of product attributes (The TS model helps users transform their complex usage needs into detailed specifications, advises on each specification selection and recommends configurations.

TS's "Custom Quote Request and Response Service" features broadcasts RFQ's to vendors. For the TS model to work, it is necessary that the RFQ's contain at least a subset of the received set of product attributes (i.e. specifications) so sellers can quote in response) ; and

notifying the requesting customer upon receipt of quotes in response to the transmitted RFQ. (in the TS model buyers are necessarily notified of the price so they can make a purchase decision based on quotes received .(Quote and Response Service. Shoppers...research, compare and buy..." TS , p. 2 2nd full paragraph) It is obvious that sellers receiving RFQ's would want to respond with quotes and thus at least one of the more than 200 vendors in TS's system would thus respond. It is further implied and obvious that the TS system would notify the customer once such quotes are received to fulfill the purpose of the "Custom Quote Request and Response Service" feature).

Note as to Automatic selection of sellers:
It was argued earlier that TS does not disclose this feature.

However, the searching described in TS certainly does some automatic selection of sellers. TS 's SellerFinder filters sellers by "service and support" (see "SellerFinder" description). It would have been obvious to then transmit , albeit, with further act of the user/buyer via computer, to at least one (that is a "set of") of the automatically selected (by the search) sellers for the reason that they have the computer equipment the user wants to order based on his/her input into the search). Applicants did not disagree that there is filtering of sellers at least by service and support as stated in TS.

Further if "automatically transmitting the RFQ's" is to be interpreted as transmission without any user intervention,

Then, at invention time, automatically transmitting the RFQ's to a filtered list of sellers , such as disclosed by TS, without user intervention, would have been obvious to one skilled in the arts to expedite the shopping process. Indeed, Luke discloses:

matching offer and solicitation data (which can be under formats of RFQ's, col 5 l. 60-65, col 7 l. 25-40) in all dimensions (can have as many dimensions as needed to define the offers/ solicitation/RFQ, col 6 l. 56-60, including a party identifier (i.e. sellers attributes filter parameters) as a dimension, col 5 l. 60-65,), thus Luke discloses an automatic selection of vendors.

Generating/displaying a list of perfect or near-perfect matches (Fig 2A and associated text) in all dimensions and display of results to the user to help identify potential exchange partner(s)(Fig 2 and associated text),

Negotiation of offers,(acceptance, counteroffers or rejection (Fig 3 and associated text),

Notification to supervising agent (intermediary), confirmation and binding contract formation of (Fig 4).

In particular,
Luke further discloses fully automated evaluation of identified potential sellers/proposals, once a list is identified by matching , based on further buyers' selected parameters (Fig 3 and associated text, col 9 l. 49-col 10 line 14, especially col 10 l 1-4) . Thus Applicant's arguments at Reply p. 13 that Luke teaches away, citing Luke at col 9 l. 49-53 as the buyer having to identify an exchange partner manually in contrast to the claimed automatic seller selection system is unpersuasive).

Thus one skilled in the arts would have known to supplement TS's automatic selection of sellers by initial search/matching with Luke's further filtering without user interaction to further speed the shopping process.

Further, it was known at the time of the invention that merely providing an automatic means to replace a manual activity which accomplishes the same result is not sufficient to distinguish over the prior art, In re Venner, 262 F.2d 91, 95, 120 USPQ 193, 194 (CCPA 1958). Thus , simply automating the RFQ transmitting step (no user intervention) gives just what one would expect from the manual transmitting step: saving the customers time and effort in the on-line shopping experience and doing so in a more expedient manner. In other words, there is no enhancement found in the claimed step other than the known advantage of increased speed. The end result is the same as compared to the manual method.

Thus it would have been obvious to a person of ordinary skill in the art at the time of the invention to automate the step of RFQ transmission because this would speed up the shopping steps. This result is a purely known and expected result from automation of what is known in the art.

Further, if arguendo, an " automatically prepared request for quote" is not suggested by TS, it is definitely suggested by Luke.

Luke discloses matching offer and solicitation data (which can be under formats of RFQ's, col 5 l. 60-65, col 7 l. 25-40) in all dimensions (can have as many dimensions as needed to define the offers/ solicitation/RFQ, col 6 l. 56-60, including a party identifier as a dimension, col 5 l. 60-65), (Note: TS's and Luke's RFQ's, based on product characteristics and other dimensions are the equivalent of Applicants' automatically generated RFQ's which are based on product attributes as well).

Thus one skilled in the arts would have known to supplement TS's RFQ/ on-line shopping by initial search/matching with Luke's automatically prepared RFQ for system enhancement because both speak to complex products on-line shopping systems.

As to the newly added feature of "flexibility constraints corresponding to one or more of the product attributes", TS does not disclose but Luke discloses such (see abstract: *"offer data consisting of numerical linear ranges defining a lower point, an upper point, and a preferred point for each dimension of the offer*" thus the high and low points for each dimension (an attribute) are interpreted as the range of flexibility constraints for that attribute).

Thus one skilled in the arts would have known to supplement TS's RFQ/ on-line shopping with Luke's teaching of matching with a flexibility range to accommodate near matches in case an exact match cannot be found.

Response to the arguments

Contrary to argument at p. 12 of the Response, Luke does not only discuss bounds on "the manner of transaction itself is engaged in".

Luke discloses, at col. 4 lines 25-45,
"a solicitation database containing solicitation data comprising: ..a ***product component****, a logistics component, and a finance component,* ***each component having multiple dimensions*** *..."*

Further Luke discloses (see at least col. 14 lines 50-56)

"13. The computer implemented system of claim 10, where **said product component identifies a product chosen from the group consisting of tangible goods,** services, requests for proposals, and requests of quotes."

Thus Luke discloses **"product components" such as a good with "each component having multiple** "dimensions".

Further, TS already discloses that complex products are made of many attributes or "specifications" (e.g. complex computer systems configurations)

Thus it would have been obvious to one skilled in the art at the time the invention was made to substitute" product attributes" to Luke's product "dimensions" to be able to match each product attribute ("dimension") as taught by Luke in the case of complex products as taught by TS .

Thus it was interpreted in the last Office Action that Luke's "dimension" is an attribute in the case of a product. Further each dimension has an upper and lower range based on which perfect/near perfect matches are made.

Thus in Luke, each dimension (attribute) is given a range of flexibility constraints (Luke's upper and lower points are the range limits) as stated earlier. Luke also discloses a "preferred" point which is a point which is given priority to. Implicitly the Luke customer designates this range of flexibility constraints as well as this priority of the "preferred point" which lies within the flexibility constraints. Thus for this fact alone, Luke discloses "the flexibility constraints indicate a customer-designated priority". Further, also implied in Luke is the notion that the points closest to the "preferred" point are more preferred than the ones at the upper and lower limits (i.e. a perfect match is the most preferred then near-matches) thus a priority centered around the "preferred point" is implied. Thus for these facts, Luke discloses "the flexibility constraints indicate a customer-designated priority" as well.

Thus, as stated earlier, one skilled in the arts would have known to supplement TS's RFQ/ on-line shopping with Luke's teaching of matching with a flexibility range to accommodate near matches in case an exact match cannot be found.

It would have been obvious to one skilled in the art at the time the invention was made to add a range of flexibility on the attribute when specifying the attribute to allow flexibility in the configuration in cases of complex configurations such as taught by TS.

Claims 55 and 56 essentially parallel claim 1 in storage and computing system format, respectively and are rejected on the same basis as claim 1.

7. **Claims 32-37, 39-42, 45, 54, 59-65, 66, 67 are rejected under 35 U.S.C. 103(a) as being unpatentable over the TechShopper (TS) article in view of Luke, as applied to claim 1, as discussed above , and further in view of well-known business practices.**

As to claims 32- **37**, 42-45 and their dependencies, the method of claim 1 is disclosed as above discussed.

Claim 32.
TS implicitly discloses querying one or more electronic databases of existing product configurations (p. 1 paragraph 4, "most comprehensive database") to determine whether a product representing the received set of product attributes is available (TS's Percentage

Matching Algorithm that ranks systems by how closely they match the desired configuration (p. 1 8th paragraph). thus implicitly the customer is notified whether or not the desired set of attributes is available (100% match or not)).

(Also note :
Luke discloses: matching in all dimensions, including product specifications (Figs 2, 2A and text).
Dworkin also discloses querying one or more electronic databases of existing product configurations to determine whether a product representing the received set of product attributes is available.(abstract; Fig 2 and associated text, esp. item 39 and 40; col 1 l. 63 et seq.: "The present invention helps a user to locate and purchase goods or services having desired characteristics, and also having the best available price. The invention employs a computer, or equivalent, which is linked to a database containing information about products and services and the vendors who supply them...")

As for claims 33-37, the method of claim 32 is disclosed as above.

Claim 33.
TS does not explicitly disclose receiving a response to the query that a product with the requested set of attributes is not available; and providing the customer with an indication that the set of attributes is not available.
However TS discloses the Percentage Matching Algorithm that ranks systems by how closely they match the desired configuration (p. 1 8th paragraph). Thus implicitly the customer is notified whether or not the desired set of attributes is available (100% match or not).
(Note : also see Luke.)

Claim 34. As for claim34 , the method of claim 33 is disclosed as above.

Further, TS does not explicitly disclose
identifying one or more available product configurations that meet at least a subset of he received set of attributes from the electronic database; and prompting the customer with an opportunity to select one or more of the identified product configurations with which to generate the RFQ.

However TS discloses the Percentage Matching Algorithm that ranks systems by how closely they match the desired configuration (p. 1 8th paragraph) thus TS implicitly discloses identifying one or more available product configurations that meet at least a subset of the received set of attributes from the electronic database.

Further, it can logically inferred from TS that such results will be displayed to the customer. One skilled in the art at the time the invention was made would have found it obvious to add prompting (the technique of prompting is well-known) the customer with an opportunity to select one or more of the identified product configurations with which to generate the RFQ,

from TS 's matched/closely matched configurations list, to increase the probability of sale closing after the product matching process.

(Also, note offering substitute products is a well-known business practice: see. E.g., Green, (US Pat. 6041310) which teaches providing customers with a secondary vehicle choice if the desired configuration cannot be matched exactly from existing inventory (col 10 line 64 to col. 11 line 8, col 11 lines 30-37). One skilled in the art at the time the invention was made would have found it obvious to add such features as taught by Green to TS's to increase the probability of sale closing after the product matching process

Note: Luke discloses near-matches (Figs2, 2A and associated text)).

Claim 59-61 essentially parallel claims 32-34, respectively, in computing system format and are rejected on the same basis.

Claim 35. The method of claim 32 is disclosed as above discussed.
TS discloses that the database is updated by PCAgent and participating vendors (paragraph 4). One skilled in the arts would have known to read TS's vendors as including manufacturers since these would known most about available set of product configurations. (see e.g. Peckover et al, US Pat 6119101, (Fig 8A item 140 and associated text) which discloses "A Remote Database Adaptor 140 provides communication and session management services to connect to a database (a "remote database", not shown) belonging to a manufacturer or a provider"). Thus one skilled in the arts would have known, at the time of the invention to have the electronic database containing information from product manufacturers regarding the available set of product configurations, as claimed.

As for claims 36-37, the method of claim 35 is disclosed as above.

Claim 36.
TS discloses that the database is updated (managed) by PCAgent and participating vendors (i.e. thus implicitly including manufacturers)(paragraph 4). (see claim 35 above) Thus one skilled in the arts would have known, at the time of the invention to have at least a subset of the electronic database(s) are managed by the product manufacturers so they can update their available configurations.

Claim 37.
TS obviously discloses at least a subset of the electronic database(s) are populated with product availability information from one or more sellers to allow the operation of the disclosed SellerFinder and Percentage Matching Algorithm features.

(Note: see Luke for perfect and near matches as well).

As for claim 38 and its dependencies , the method of claim 1 is as above-disclosed.

Claims 38-41:
TS does not explicit disclose wherein transmitting the RFQ comprises:
confirming that a product representing the received set of product attributes is manufactured;
generating the RFQ using the received set of product attributes, if available; and
selecting a subset of sellers from the plurality of sellers to which the generated RFQ is transmitted based, at least in part, on user attribute(s) associated with the requesting customer.

However, in TS , the customer transmitting the RFQ obviously has confirmed to himself that a product with the desired configuration or partly matching the configuration is available (manufactured) through the "Percentage Matching Algorithm" feature ;then the system generates the RFQ using the received set of product attributes (perfect match or a substitute) , if available (manufactured) selected by the customer;
Lastly he selects a subset of sellers from the plurality of sellers to transmit the RFQ to .

TS does not explicitly disclose that the selected sellers are chosen based, at least in part, on user attribute(s) associated with the requesting customer. However its model allows customers to review matching sellers together with their support and service policies (p. 1 paragraphs 4 and 8) which obviously would include an address where support or service can be had.

Also location as a seller criterion reviewable by customers is well-known (see, e.g. Dworkin, col 7 line 47).

(Also Note: Luke discloses
Fully automated evaluation of identified potential sellers/proposals, once a list is identified by matching , based on further buyers' selected parameters (Fig 3 and associated text, col 9 l. 49-col 10 1ine 14.) Obviously the further filtering parameter could be location if not used in the initial search/match.)

Further, Official Notice is taken that customers often choose sellers based on geographical areas (of their own (user attribute(s) associated with the requesting customer, claims 38 and 39)) or the sellers' (claims 40-41)) because they can get better service or support or because the product sought poses a shipping costs or risk issue.

Thus, it would have been obvious to one skilled in the art at the time the invention was made to combine TS's teaching with the option of selecting sellers based on geography (of the sellers or their own) to improve customer satisfaction in accordance well-known customer habits and preferences.

As for claim 42 , the method of claim 38 is as above-disclosed.

Claim 42. TS does not explicitly disclose generating the RFQ using a modified set of product attributes if the received set of attributes are not available.

TS through the feature of Percentage Matching Algorithm impliedly discloses that the initial desired configuration may not be available and one can infer that the TS system displays alternate configurations.

Since TS also teaches sending an RFQ after displaying the matching/closely matching list of products and the list of sellers, one skilled in the arts would have known to infer from TS disclosures that it would be advantageous to send RFQ's regarding a closely matching substitute in case there is no perfect match to allow completion of a sales transaction to the benefit of both sellers and customers.

(Note: Luke discloses near matches and negotiations/contract formation involving those as well as with perfect matches. (Figs 2, 2A,...-4 and associated text) One skilled in the art at the time the invention was made would have found it obvious to add Luke's teachings to TS's to increase the probability of sale closing after the product matching process .)

(Note: Green , US 6041310also teaches providing customers with a secondary vehicle choice if the desired configuration cannot be matched exactly from existing inventory (col 10 line 64 to col. 11 line 8, col 11 lines 30-37). One skilled in the art at the time the invention was made would have found it obvious to add Green's teachings to TS's to increase the probability of sale closing after the product matching process.)

Claim 62-65 and 67 essentially parallel claims 38-41 and 42, respectively, in computing system format and are rejected on the same basis.

Claim 45. The method of claim 1 is disclosed as above discussed .Official Notice is taken that customer notifying performed using one or more of a telephone, electronic mail (email) message and/or a facsimile transmission is well-known at the time of the invention, and thus one of ordinary skill would have known to use such means in tandem with the TS system for the old obvious reasons of providing flexibility of means of communication with the customers.

Claim 54. The method of claim 1 is disclosed as above discussed. It would have been obvious to one skilled in the arts that the broker-assisted TS system, as discussed in claim 1, is applicable to automobiles as well as computers, and to include individual automobile dealers as sellers expand the internet/computing efficiencies to the automobile market.

Claim 66. Claim 65 is disclosed as above-discussed. TS does not disclose a system with "instructions to develop a sales performance history of a seller based on prior transactions" .

("Sales performance history of a seller based on prior transactions" is interpreted as ratings by customers of the seller based on prior transactions.)

However, Official Notice is taken that customers often choose sellers based on favorable ratings by others after transactions.

Thus, it would have been obvious to one skilled in the art at the time the invention was made to combine TS's teaching with the option of selecting sellers based sellers' performance ratings to improve customer satisfaction in accordance well-known customer habits and preferences. The computing method to implement this additional limitation is well-known in the art.

8. **Claims 43-44, 68 are rejected under 35 U.S.C. 103(a) as being unpatentable over the TechShopper (TS) article in view of Luke, as applied to claim 1 , ~~and further in view of Luke.~~**

Claim 43.

The method of claim 1 is disclosed as above discussed. Further, TS impliedly discloses receiving quotes from sellers in response to RFQ's as above discussed.

Further, as discussed earlier in claim 1, in Luke, a buyer submitting an RFQ receives a list of matching sellers/proposals.

Luke further discloses:

Fully automated evaluation of identified potential sellers/proposals, once a list is identified by matching , based on further buyers' selected parameters (Fig 3 and associated text, col 9 l. 49-col 10 1ine 14.)

Thus one skilled in the arts would have known to supplement TS's automatic selection of sellers by initial search/matching with Luke's further filtering once the quotes/proposals are received ,to assist the user in narrowing down the selection further to save time and tedium and help in the decision process (Luke, col 10 l. 1) .

Further, . it would have been obvious to one skilled in the arts to use for Luke's teachings of further filtering ("identifying") of the received quotes, parameters "that meet a largest subset of the set of product attributes and a largest subset of user attributes" to provide a closer match.

(Note: TS already discloses meeting the largest subset of product attributes with the Percentage Matching Algorithm. Luke as well.

Further using user attributes is obvious as discussed above. Using the largest subset of user attributes is further obvious to obtain a closer match).

Claim 68 essentially parallels claim 43 in computing system format and thus is rejected on the same basis

Claim 44. The method of claim 43 is disclosed as above discussed. Official Notice is taken that customer notifying performed by electronic mail (email) message and/or a facsimile transmission is well-known at the time of the invention, and thus one of ordinary skill would

have known to use such means in tandem with the TS system for the old obvious reasons of providing flexibility of means of communication with the customers.

9. Claims 52-53 and 71 are rejected under 35 U.S.C. 103(a) as being unpatentable over the TechShopper (TS) article in view of Luke, as applied to claim 1 and further in view of Walker, US 57694207, hereinafter Walker.

As for claim 52, the method of claim 1 is disclosed as above discussed. However, TS does not teach tracking the status of each RFQ. However, Walker teaches tracking of all transaction documents with a database(col. 13 line 23–29). It would have been obvious to one skilled in the art at the time the invention was made to combine the teachings of the TS article in view of well-known business practices as applied to claim 1 above and Walker to ensure proper customer service, such as avoiding repetitious fulfillment of RFQ.

Claim 71 essentially parallels claim 52 in computing system format and thus is rejected on the same basis.

Claim 53. The method of claim 52 is disclosed as above. Official Notice is taken that it is well–known in customer service to update the customer by selectively providing on at least one of a periodic basis, upon a request from the customer, and/or upon receipt of status notifications received from one or more of the seller(s).

10. Claims 30, 57, 46-47, 48-49,50, 69,70; are rejected under 35 U.S.C. 103(a) as being unpatentable over the TechShopper (TS) article in view of Luke, as applied to claim 1 above and further in view of Dworkin (US Pat. 4992940), hereinafter Dworkin.

As for claims 30 and 46, 48 and their dependencies, the method of claim 1 is disclosed as above.

Claim 30. TS does not explicitly disclose but Dworkin does receiving the set of product attributes comprises: providing a customer with a graphical user interface (GUI) at an accessible computing system, the GUI comprising one or more modifiable fields and/or pull-down menus. through which the customer can selectively assemble the set of product attributes associated with a desired product configuration (figures 2A-5 and associated text). One skilled in the arts at the time of the invention would have known to add to Dworkin's GUI disclosure to TS's to allow the user efficiently to interface with the system (Note : TS also discloses that the PCAgent who manages the TS system offers the latest advances in graphical user interfaces p. 2, 4th paragraph.)

Claim 31. (now canceled)

Claims 57 essentially parallels claim 30 in computing system format and is rejected on the same basis.

Claim 46. The method of claim 1 is disclosed as above discussed .TS does not disclose receiving an indication of acceptance of at least one of the received quotes from the customer; and notifying a seller associated with the accepted quote of the acceptance to facilitate purchase of the product. However one could logically infer a purchase transaction following a the receipt of a quote by the TS system.

Further, Dworkin discloses placing an order by the customer, over the network, after viewing the returned quotes, Fig 2B item 63 and associated text:

e.g. *"Test 63 then determines whether the user has chosen to order a product. If not, the system returns to block 23. If the user wants to place an order, the system continues in block 65. In block 65, the system prompts the user for various pieces of information. Such information should include the identifying number of the supplier from which the user wants to buy. It should also include the user's name and address, and credit card number, if this is the manner of payment. The amount of information taken from the user at this point can vary, and the system can be programmed, using known techniques, to obtain whatever information is deemed necessary. It is also possible for the system to store certain information about each user, so that the user can bypass the step of entering a name and address each time an order is placed".*

One skilled in the arts would have known to integrate the Dworkin feature as discussed above into the TS system to allow the TS customer to complete a transaction after receiving quotes.

(Also see Luke, Figs 3 and 4 and associated text)

Claim 69 essentially parallels claim 46 in computing system format and thus is rejected on the same basis.

Claim 47. The method of claim 46 is disclosed as above. .

Further, Official Notice is taken that sellers notifying performed using one or more of a telephone, electronic mail (email) message and/or a facsimile transmission is well-known at the time of the invention, and thus one of ordinary skill would have known to use such means in tandem with the TS system for the obvious reasons of providing flexibility of means of communication with the sellers.

(e.g. see Salmon for notification to buyers once new product matching specifications become available.)

Claim 48.
The method of claim 1 is disclosed as above discussed.

However TS does not disclose the received set of product attributes are received from an intermediary on behalf of the requesting customer, wherein the intermediary provides an indication, either explicit and/or implicit, that the customer has funds available to complete the purchase.

Dworkin discloses an authenticated buyer. (Dworkin discloses placing an order by the customer, over the network, after viewing the returned quotes, Fig 2B item 63 and associated text).

One skilled in the arts would have known to integrate this Dworkin feature as discussed above into the TS system to allow the TS customer to complete a transaction after receiving quotes.

The brokerage system is well-known as discussed in an earlier Office Action (see Final Action, July 20,2001, paper #14, discussion of claim 1) . It is well-known that brokers rely on their reputations to do business with vendors be it house builders or mortgage banks. It well-known that if a broker produce a customer who would not live up to the bargain offered after wasting the vendor's time assembling a quote, such broker's reputation would be damaged. Therein lies another reason why brokers are traditionally used, to serve as trusted agent both for the sellers and the buyers. For the buyer he vouches for a good product after a thorough search/match; for the seller, he vouches for a qualified buyer if the sellers would spend the time assembling the quote.
For example,
~~Thus~~ it is well-known that real estate brokers sometimes ask clients for a prequalification letter showing that they have sufficient funds before starting the house search process.

Thus the step of "the received set of product attributes are received from an intermediary (e.g. a realtor) on behalf of the requesting customer, wherein the intermediary provides an indication, either explicit and/or implicit, that the customer has funds available to complete the purchase" is a well-known manual business practice, especially when the product is in great demand.

Thus, adding this step to the TS system would have been obvious to one skilled in the art at the time of the invention, for the traditional reasons a broker is used: so the parties can rely on his reputation (implicit indication of qualification of the buyer) or explicit representation to ensure that they are not wasting their time in a hot market . Implementing it on a network, such as taught by TS and Dworkin, as discussed above, would be consistent with integration into the TS system for communication efficiencies purposes.

Claim 70 essentially parallels claim 48 in computing system format and thus is rejected on the same basis

Claim 49. The method of claim 48 is disclosed as above discussed. Further Dworkin discloses the authenticated buyer is the customer.(Fig 2b, item 63 and associated text). It is obvious in computer in systems as in real life that a customer can do without a broker. Thus it

would have been obvious to provide a no-third party /intermediary situation to accommodate customers who so desire.

Claim 50. (Amended) A method according to claim 48, wherein the intermediary is one of a banking institution, lending institution, product representative associated with a manufacturer of the product, and/or a re-seller of the product.

Official Notice is taken that one skilled in the arts would have known to provide a system such as TS in a " product representative associated with a manufacturer of the product, and/or a re-seller of the product" environment, such as a store, to accommodate potential buyers who have no computers or whose computers do not have all the needed supporting software.

Claim 51 (cancelled).

11. Claims 72-75 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Lycos deploys Seven of PersonaLogic 's Interactive Decision Guides for an Enhanced Online Shopping Experience, PR Newswire, June 08, 1998 Dialog File 20, Record # 01863400, herein " Lycos/Personal Logic" in view of the TechShopper (TS) article.

As to claims 72-74, " Lycos/Personal Logic" discloses
A method for negotiating over a wide-area network between a customer and a manufacturer-licensed seller a purchase of a product having multiple configurations characterized by multiple product attributes, comprising:

receiving at a networked intermediary subsystem a customer-defined product configuration description having a general product indication (e.g. a car) and a set of product attributes, the set including a ranking for each attribute to indicate a discrete level of willingness of the customer to negotiate a modification of the attribute (see 4th full paragraph "requirements" vs. "preferences", "nice to have" vs. "mandatory") ;

comparing the customer-defined product configuration to available configurations indicated in an electronic product database stored on a network device to determine a seller having the general product with a set of product attributes at least comparable to the customer-defined set of product attributes, based on the ranking indicated for each attribute (see 4th full paragraph : "the best overall fit for each user's needs";

As to generating at the intermediary subsystem and transmitting from the intermediary subsystem a request for quote (RFQ) for the customer-defined product configuration to a networked subsystem of the "determined seller " and

receiving at the intermediary from the seller subsystem a quote indicating a price and a product attribute modification to propose to the customer a product configuration comparable to the customer-defined product configuration (ranked order of matching products) ;
and indicating the quote to the customer, TS discloses such (please refer to discussion of claim 1 above)

It would have been obvious to one skilled in the art at the time the invention was made to ad TS to the Lycos/Personal Logic system to allow providing of quotes as taught by TS in shopping for complex configurations situations as taught by Lycos/Personal Logic.

As to determining a qualification of the customer to transact the purchase, Official Notice is taken that it is well-known to qualify a customer to transact the purchase by determining a maximum purchase capacity of the customer such as setting a credit card limit. It would have been obvious to one skilled in the art at the time the invention was made to add this feature to the cited references as it is standard and efficient commercial procedure.

As to claim (dependent on claim 74) Lycos/Personal Logic discloses wherein determining the seller having the general product with the set of product attributes at least comparable to the customer-defined set of product attributes comprises determining the seller has the general product with a set of product attributes including a high percentage of the attributes for which the customer indicates a low level of willingness to negotiate a modification (see 4th, 5th full paragraphs: "nice to have" vs. "mandatory"; "best fit").

Conclusion

12. Prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

All previously cited art.

Lynch, US 5515524, discloses
a configuration system based on customer defined product (e.g. a computer system) components (an attribute) with constraints imposed on each component(see at least abstract, col. 5 lines 9-22, col. 27 lines 1-67. Lynch also discloses many constraints/ alternatives are possible (i.e. there is a range of flexibility) on each product component (attribute) in a complex product (col.1 l. 32-38) to allow flexibility in the configuration (col. 1 lines 1-65).

Smith et al., US 6.052,669 discloses complex product configurations ordering systems.

14. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action.

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

15. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Khanh H. Le whose telephone number is 703-305-0571. The Examiner works a part-time schedule and can best be reached on Tuesday-Wednesday 9:00-6:00. The examiner can also be reached at the e-mail address: khanh.le2@uspto.gov. (However, Applicants are cautioned that confidentiality of email communications cannot be assured.)

If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's supervisor, Eric Stamber can be reached on 703-305-8469. The fax phone numbers for the organization where this application or proceeding is assigned are 703-872-9326 for regular communications and 703-872-9327 for After Final communications.
Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

September 17, 2004

KHL

KHL

JAMES W. MYHRE
PRIMARY EXAMINER